

**Ahn, Jonathan**

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**From:** Ahn, Jonathan  
**Sent:** Tuesday, February 25, 2003 10:26 AM  
**To:** 'jtw@wlekn.com'  
**Cc:** 'DAR@wlekN.com'  
**Subject:** proposed settlement documents

jim & dave,

attached are draft (1) confidential settlement agreement, (2) non-exclusive license agreement for dol guk mi yuk trademark, (3) stipulation for entry of permanent injunction and dismissal, and (4) proposed consent order of permanent injunction and dismissal for your review and comments.

i would appreciate your acknowledgement upon receipt of the email and the attachments, and let me know when i could expect your responses to the proposed drafts. thank you for your assistance in this matter.

sincerely,  
jonathan

cc: Jay D. Koh (w/o attachments via fax)



Rhee bros - ssp  
settlement agr...



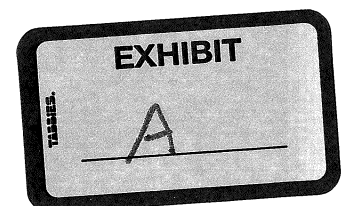
Rhee bros -- ssp  
non-exclusive...



Rhee bros -- ssp  
stipulation f...



Rhee bros -- ssp  
permanent inj...



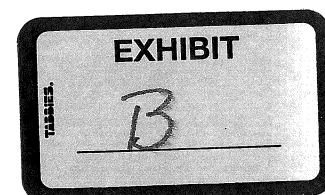
**Ahn, Jonathan**

---

**From:** David Roling [DAR@wlekN.com]  
**Sent:** Tuesday, March 18, 2003 11:26 AM  
**To:** jahn@mail.semme.com  
**Cc:** James Wharton  
**Subject:** Rhee Brothers Case

Jonathan: We have been advised by our clients that the settlement documents are approved. We have sent them clean copies to be signed and when we receive them we will forward them to you. In the meantime, please advise how the settlement check should be drafted. David

David A. Roling  
Wharton, Levin, Ehrmantraut & Klein  
104 West Street  
Annapolis, Maryland 21404  
dar@wlekN.com



Ahn, Jonathan

---

**From:** Ahn, Jonathan  
**Sent:** Tuesday, March 18, 2003 1:57 PM  
**To:** 'David Roling'  
**Subject:** RE: Rhee Brothers Case

thanks for the email.

please make the check payable to rhee bros., inc. c/o semmes, bowen & semmes.

send the executed documents together with the payments to my attention at semmes, bowen & semmes.

thanks for your help.

sincerely,

jonathan

-----Original Message-----

From: David Roling [mailto:DAR@wlekN.com]

Sent: Tuesday, March 18, 2003 11:26 AM

To: jahn@mail.semmes.com

Cc: James Wharton

Subject: Rhee Brothers Case

Jonathan: We have been advised by our clients that the settlement documents are approved. We have sent them clean copies to be signed and when we receive them we will forward them to you. In the meantime, please advise how the settlement check should be drafted. David

David A. Roling  
Wharton, Levin, Ehrmantraut & Klein  
104 West Street  
Annapolis, Maryland 21404  
dar@wlekN.com



Ahn, Jonathan

---

**From:** David Roling [DAR@wlekn.com]  
**Sent:** Wednesday, April 30, 2003 9:40 AM  
**To:** jahn@mail.semme.com  
**Subject:** Rhee Brothers

Hello: I spoke with counsel in NY and he advised me that we should have the signed documents and settlement draft within a week. I will continue to remind him. On another note, today we need to provide the Judge with a status report on the case. Because this case has settled and Judges prefer that plaintiff's counsel inform them of settlements, please feel free to write the Judge to tell him that this case settled. Thanks,  
David

David A. Roling  
Wharton, Levin, Ehrmantraut & Klein  
104 West Street  
Annapolis, Maryland 21404  
dar@wlekn.com



**Ahn, Jonathan**

---

**From:** Ahn, Jonathan  
**Sent:** Tuesday, May 13, 2003 12:13 PM  
**To:** 'David Roling'  
**Subject:** RE: Rhee Brothers

david,  
here is another reminder. what's the status. this is getting too much  
...  
jonathan

-----Original Message-----

From: David Roling [mailto:DAR@wlekN.com]  
Sent: Wednesday, April 30, 2003 9:40 AM  
To: jahn@mail.semmes.com  
Subject: Rhee Brothers

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David

David A. Roling  
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dar@wlekN.com



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WWW.SEMMES.COM

May 16, 2003

Jonathan Ilson Ahn  
Direct Dial: (410) 576-4783  
Email: jahn@mail.semmes.com

OFFICES IN  
WASHINGTON, D.C.  
HAGERSTOWN, MARYLAND  
SALISBURY, MARYLAND  
MCLEAN, VIRGINIA

## VIA FACSIMILE AND FIRST CLASS MAIL

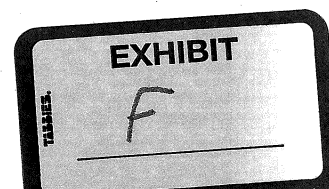
David A. Roling, Esq.  
Wharton Levin Ehrmantraut Klein & Nash  
104 West Street  
P.O. Box 551  
Annapolis, Maryland 21404-0551

Re: *Rhee Bros., Inc. v. Seoul Shik Poom, et al.*,  
Civil Action No. AMD 01 CV 1894  
In the United States District Court for the District of Maryland

Dear David:

In the last two days, I sent you two e-mails followed by a detailed voice message asking for the status of the signed settlement agreements in the above referenced matter. I have received no reply from you. The incremental delays and the requested extension for one week and for one more week have already been a few months since we agreed to the terms of the settlement. It seems that the only thing required is the signature and a nominal payment. Yet the delay has been unjustifiably long. I have not received any explanation as to why such delay is warranted in this matter.

Pursuant to schedule order, I filed a joint status report to the Court advising the Court that the parties have settled this matter. Judge Davis entered an Order dismissing the case on May 2, 2003. The Order specifically provides for thirty days to reopen the case in the event that the settlement is not consummated. It is now already the middle of May and time is of the essence that we consummate the settlement or Plaintiff will be forced to reopen the case and file a motion to enforce the settlement agreement. In that event, pursuant to the agreed terms of the settlement, Plaintiff will seek recovery of attorney's fees and costs in our effort to reopen and enforcement the settlement.

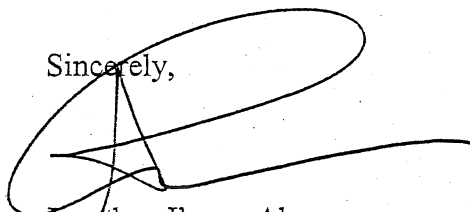


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David A. Roling, Esq.  
May 16, 2003  
Page 2

I would request that you provide me with the signed agreements together with the required payment by Wednesday, May 21, 2003. If you have any questions or would like to discuss this matter, please call.

Sincerely,



Jonathan Ilsong Ahn

JIA/kas

cc: James Johnson, Esq.  
Mr. Jay D. Koh

\*\*\*\*\* -COMM. JOURNAL- \*\*\*\*\* DATE MAY-16-2003 \*\*\*\*\* TIME 17:29 \*\*\*\*\*

MODE = MEMORY TRANSMISSION

START=MAY-16 17:28

END=MAY-16 17:29

FILE NO.=402

| STN NO. | COMM. | ONE-TOUCH/ ABBR NO. | STATION NAME/TEL NO.      | PAGES   | DURATION |
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410 539 5223- \*\*\*\*\*

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OFFICES IN  
WASHINGTON, D.C.  
HAGERSTOWN, MARYLAND  
SALISBURY, MARYLAND  
MCLEAN, VIRGINIA**FAX COVER SHEET**

PLEASE DELIVER THE FOLLOWING MATERIALS AS SOON AS POSSIBLE TO:

COMPANY: Wharton Levin Ehrmantraut Klein &amp; Nash

ATTENTION: David A. Roling, Esq.

FAX NO.:

**410-280-2230**

DIRECT DIAL NUMBER OF PERSON RECEIVING FAX:

FROM: Jonathan Ilson Ahn, Esq.

NUMBER OF PAGES: 3 (INCLUDING COVER SHEET)

DATE TRANSMITTED: 5/16/03

DIRECT DIAL NUMBER OF PERSON SENDING FAX:

410-576-4763

MESSAGE:

FILE NO.: 21432-1

HARD COPY TO FOLLOW BY MAIL: yes

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ATTENTION: David A. Roling, Esq.

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FROM: Jonathan Ilsong Ahn, Esq.

NUMBER OF PAGES: 3 (INCLUDING COVER SHEET)

DATE TRANSMITTED: 5/16/03

DIRECT DIAL NUMBER OF PERSON SENDING FAX:

410-576-4765

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MESSAGE:

FILE NO.: 21432-1

HARD COPY TO FOLLOW BY MAIL: yes

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**Ahn, Jonathan**

---

**From:** Ahn, Jonathan  
**Sent:** Wednesday, May 21, 2003 6:31 PM  
**To:** Ahn, Jonathan; 'David Roling'  
**Subject:** RE: Rhee Brothers

david,  
 following my letter to you asking that the settlement agreement be delivered by today, and having not received any calls, emails or documents from your office, i called today, and spoke with your secretary, pat. she told me that she had faxed the agreement (approximately 7-8 pages) to my office at '410-539-5223'. i checked with our fax room, and confirmed that we had not received any 'fax' from your office. i asked my secretary karyl to check with your secretary pat to have the agreement refaxed. karyl spoke with pat. pat told karyl that she could not fax the agreement without first speaking with 'david'. we thought that was just a office protocol. we waiting about 2 hours, no fax was received. karyl called again. could not get hold of pat, or your paralegal or you. karyl left a voicemail for pat. no one called.

late in the afternoon, i asked karyl to check again with your office. karyl could not get anyone, except the receptionist. during that conversation, the receptionist told karyl that pat was out, paralegal was on the phone, but you were in. at which point, karyl asked the receptionist to hold, and transfer the call to me. i asked the receptionist for you. i was told that you just stepped out. i left you a detailed message. i called again at 5:45pm, and left you another message.

this is getting to be too much, and i don't know what the problem is. unless there is a legitimate excuse, which i hope is the case, i would think there is intentional delay on your side or on your client's side.

as you know, on march 18, 2003, you advised me that we have an agreement and that you had sent the clean documents to new york for your client's signature. thereafter, you told me on several occasions that you were waiting for the signed documents, and that new york attorney promised to that agreement was expected in a week, and so on. it's been over two months since we agreed to the agreement. as i told you the time is of the essence because the time to reopen the case is expiring soon. unless there is a legitimate excuse for the delays, this is a case of a bad faith dealing on your client's part. i am not saying this lightly, and i hope i am wrong.

as i indicated, i will need to prepare and file a motion to reopen the case and to enforce the settlement. please get back to me promptly via email or by telephone call. my direct number is 410-576-4783. if i am on the phone, please ask my secretary or the receptionist (by pressing '0') to page me. i am out of the office, please speak with jim johnson at 410-576-4712.

sincerely,  
 jonathan ahn

-----Original Message-----

**From:** Ahn, Jonathan  
**Sent:** Tuesday, May 13, 2003 12:13 PM  
**To:** 'David Roling'  
**Subject:** RE: Rhee Brothers

david,  
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jonathan

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From: David Roling [mailto:DAR@wlekN.com]

Sent: Wednesday, April 30, 2003 9:40 AM

To: jahn@mail.semme.com

Subject: Rhee Brothers

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David

David A. Roling  
Wharton, Levin, Ehrmantraut & Klein  
104 West Street  
Annapolis, Maryland 21404  
dar@wlekn.com

WHARTON LEVIN EHRMANTRAUT & KLEIN

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DAVID A. ROLING

(410) 263-5900

OUTSIDE MARYLAND

800-322-1984

FACSIMILE

(410) 280-2230

E-MAIL

DAR@WLEKN.COM

May 22, 2003

**Via Facsimile (410) 539-5223**

Jonathan Ilsong Ahn, Esq.  
Semmes, Bowen & Semmes, P.C.  
250 West Pratt Street  
Baltimore, MD 21201

RE: Rhee Bros, Inc. v. Han Ah Reum Corp., et al

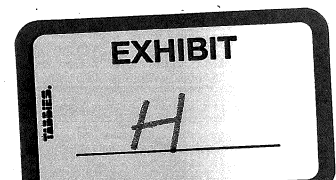
Dear Jonathan:

As you are aware, Jim Wharton and the client were involved relative to the settlement. As such, I have had to recreate the file to determine where things stand. In so doing, I have been advised by the client that they have some concerns with the settlement documents relative to ambiguity as to whether they can sell any hot bean paste or sweet rice. I believe the concerns are minor and I will set them out below with proposed changes. Once you have had a chance to review these items, please contact me with your thoughts. Should you agree to these changes, I have been advised that this matter can be signed and finally closed within seven (7) days.

**1 Confidential Settlement Agreement**

- A** Client wishes to deny any infringement. As such, Paragraph 5 should read, "Defendant SSP, while denying the alleged infringing activities in the Complaint and Amended Complaint, desire to settle all disputes with Plaintiff".
- B** Client is concerned that Definitions Paragraph 6 is ambiguous and too broad in that it would stop them from selling any Hot Bean Paste at all. As such, and in conformity with your client's mark, which states that "no claim is made to the exclusive right to use 'Sweet Rice' and 'Hot Bean Paste' apart from the mark as shown, the Client wants the language of this Paragraph to reflect your Client's mark. As such, the following is proposed:

"This term shall mean a permanent injunction from offering, selling, marketing, distributing, and/or otherwise promoting, directly or indirectly, (a) products manufactured or packaged by Seoul Shik Poom, Inc. using the Plaintiffs' trademark for Soon Chang Shap Sal Hot Bean Paste as registered with the



Page Two

United States Trademark and Patent Office, and (b) any products manufactured, supplied, or distributed by a third party, as defined herein, using the Plaintiffs' trademark for Soon Chang Chap Sal Hot Bean Paste, as registered with the United States Trademark and Patent Office. The terms and conditions of the Soon Chang Injunction are subject to Paragraphs 22 - 24 of this Agreement."

Paragraph 7 of the Definitions section should also be modified as above, but using the phrase, "using the Plaintiffs' trademark for Dol Guk Mi Yuk as registered with the United States Trademark and Patent Office".

**C Miscellaneous Section Paragraph 32**

Client is concerned relative to subjecting themselves to Maryland jurisdiction when it was asserted that Mr. Kwon could not be subjected to Maryland jurisdiction. To quell this problem, the following language is proposed:

"Any dispute or action arising out of this agreement shall be governed in accordance with the laws of the State of Maryland and in the Maryland Courts. The parties shall subject themselves to this Court's continuing jurisdiction to enforce this agreement. In so subjecting, SSP agrees to this jurisdiction for the purposes of this Settlement Agreement and does not waive any of its arguments made concerning lack of jurisdiction."

**2 Consent Order of Permanent Injunction and Dismissal**

In line with the statements above, Paragraph One should read, "while denying the alleged infringing activities in the Complaint and in the Amended Complaint. . .

- (a) Products manufactured or packaged by Seoul Shik Poom, Inc. using the Plaintiffs' trademark for Soon Chang Chap Sal Hot Bean Paste as registered with the United States Trademark and Patent Office; and
- (b) Any products manufactured, supplied or distributed by any third party using the Plaintiffs' trademark for Soon Chang Chap Sol Hot Bean Paste as registered with the United States Trademark and Patent Office."

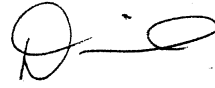
**3 Stipulation for Entry of Permanent Injunction and Dismissal**

- A In line with the above, the fifth (5<sup>th</sup>) line should read, "Defendants, while denying the alleged infringing activities in the Complaint and Amended Complaint, desire to settle all disputes with Plaintiff.
- B Paragraph 1 should be modified as set forth above in Section 2.

As I think you will agree, these changes do not alter the agreement, but make it clearer. I shall await your reply, and I thank you for your patience relative to this matter.

Page Three

Very truly yours,

A handwritten signature in black ink, appearing to read 'D. Roling', with a stylized flourish at the end.

David A. Roling

DAR:pb

# SEMMES, BOWEN & SEMMES

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May 23, 2003

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Jonathan Ilson Ahn  
Direct Dial: (410) 576-4783  
Email: jahn@mail.semmes.com

VIA FACSIMILE  
AND  
FIRST CLASS MAIL

David A. Roling, Esq.  
Wharton Levin Ehrmantraut Klein & Nash  
104 West Street  
P.O. Box 551  
Annapolis, Maryland 21404-0551

Re: *Rhee Bros., Inc. v. Seoul Shik Poom, et al.*,  
Civil Action No. AMD 01 CV 1894  
In the United States District Court for the District of Maryland

Dear David:

This is in response to your letter to me dated May 22, 2003. Rhee Bros., Inc. and Seoul Shik Poom agreed on a settlement and negotiated the terms of the settlement. On March 18, 2003, you and I confirmed to each other that the parties and their counsel had reached agreement on the written settlement documents. By email we confirmed to each other that our respective clients would execute the document as drafted, and you also confirmed that your client would make the payment called for in the settlement. You were intimately involved in the negotiations and the drafting of the settlement documents. In fact, you were the one who confirmed to me that both the settlement and the written settlement agreement had been accepted by Seoul Shik Poom.

Rhee Bros., Inc. is not willing to set aside the existing agreement to reopen negotiations. As you know, settlements are usually compromises in which neither side receives what it wants or thinks it should receive. Usually, a party agrees to the compromise in order to put an end to litigation. Therefore, once settlement has been reached, it is unfair for one party to reopen negotiations and use the other party's already compromised position as a starting point for additional compromise by the other party.



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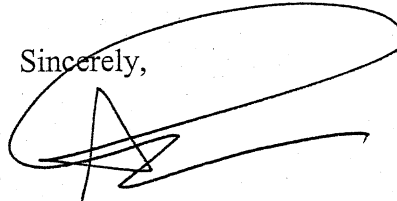
David A. Roling, Esq.

May 23, 2003

Page 2

Agreement has already been reached, and Rhee Bros., Inc. demands that Seoul Shik Poom live up to its commitment.

Sincerely,

A handwritten signature in black ink, consisting of a large, stylized 'A' with a horizontal line extending to the right and a vertical line extending downwards, all enclosed within a large, loopy oval shape.

Jonathan Ilsong Ahn

JIA/kas

cc: James Johnson, Esq.  
Mr. Jay D. Koh